

Steven J. Mirsky (SBN 297370)  
**MIRSKY CORPORATE ADVISORS, APC**  
901 Dove. St, Ste. 120  
Newport Beach, CA 92660  
(949) 200-6837  
Email: smirsky@mirskycorporateadvisors.com.  
*Attorney for Plaintiffs*

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

SDLA COURIER SERVICE, INC., a California corporation; and JAMES GOODMAN, an individual, Case No.: 2:24-cv-07544 TJH (Asx)  
Hon: Terry J. Hatter, Jr.  
**RICO CASE STATEMENT**  
Plaintiffs.

v.  
UNLIMITED CAPITAL, LLC, a Connecticut limited liability company; TRITON RECOVERY, LLC, a Florida limited liability company; SAMUEL STERNS, an individual; LEOPOLD VARGAS, an individual; ERICA GILERMAN, an individual; and DOES 1-20.

Plaintiffs, SDLA Courier Service, Inc. (“SDLA”) and James E. Goodman, Jr. (“Goodman”) (collectively, the “Plaintiffs”), by and through their undersigned attorney are filing this RICO Case Statement, pursuant to the Court’s Order, dated September 6, 2024:

**1. State whether the alleged unlawful conduct is in violation of 18 U.S.C. §§ 1962(a), (b), (c), and/or (d).**

The alleged unlawful conduct is in violation of 18 U.S.C. §§ 1962 (a), (c) and (d), *provided that* the Plaintiffs reserve the right to amend this response if new information arises during discovery.

**2. List the defendants and state the alleged misconduct and basis of liability of each defendant.**

1 The defendants are Unlimited Capital, LLC (“Unlimited”), Triton Recovery, LLC  
2 (“Triton”), Samuel Sterns (“Sterns”), Leopold Vargas (“Vargas”) and Erica Gilerman  
3 (“Gilerman”).

4 Unlimited’s liability is based on the fact that Unlimited is in the business of lending money;  
5 that Unlimited knowingly lent money at a rate more than twice the enforceable rate to  
6 consumers through a financing scheme called “merchant cash advance”, including, but not  
7 limited to entering into two merchant cash advance agreements with the Plaintiffs; that  
8 Unlimited serviced the unlawful debt arising from the merchant cash advance financing  
9 scheme; that Unlimited set up and implemented ACH withdrawals to collect proceeds of  
10 unlawful debt; and that Unlimited distributed the proceeds of unlawful debt for its own benefit  
11 and with other members of enterprise. Unlimited also derived income through the collection  
12 of unlawful debt and used ill-gotten proceeds in the establishment, maintenance, and operation  
13 of the enterprise.

14 Triton’s liability is based Triton’s entry into certain agreements with Unlimited and its  
15 actions to aid, abet, counsel, and collect unlawful debt on behalf of Unlimited. In addition,  
16 Triton derived income from the collection of unlawful debt and used those ill-gotten proceeds  
17 in the establishment and operation of the enterprise.

18 Sterns’s liability is based on being employed by Unlimited as a principal and directly  
19 participating in originating transactions and in the management, operations, and affairs of the  
20 enterprise.

21 Vargas’s liability is based upon being employed by Triton as Chief Executive Officer and  
22 directly participating in the operation and management of Triton, along with directly  
23 participating in the management, operation, and conduct of the enterprise itself.

24 Gilerman’s liability is based upon being employed by Triton as Chief Legal Officer and  
25 participating in the operation or management of Triton along with acting as legal counsel to  
26 Unlimited and directly participating in the devising of schemes and collection of unlawful  
27 debts on behalf of Triton, Unlimited, and the enterprise.

**3. List alleged wrongdoers, other than the defendants listed above, and state the alleged misconduct of each wrongdoer.**

Plaintiffs are unaware of any other wrongdoers at this time, *provided that* the Plaintiffs reserve the right to amend this response if new information arises during discovery.

**4. List the alleged victims and state how each victim was allegedly injured.**

Plaintiffs SDLA and Goodman are the alleged victims.

SDLA paid the Defendants at least \$630,761 in payments for the unlawful debt. SDLA also paid legal fees to obtain a temporary restraining order against Defendants in June 2024. Defendants also issued one or more UCC lien notices to Amazon, which prevented SDLA from receiving revenue from its only customer, which, in turn, forced SDLA to terminate over 450 employees. Defendants also caused Amazon to terminate its contract with SDLA which has harmed SDLA by preventing it from receiving the \$30 million in revenue per year under its contract with Amazon.

Goodman was required to sign a personal guaranty under each Merchant Cash Advance agreement and under the Settlement Agreement. Goodman has incurred significant damages, described in more detail below, as a result of terminating employees, filing lawsuits against the Defendants, and loss of profits related to the Amazon contract with SDLA.

**5. Describe in detail the pattern of racketeering activities or collection of unlawful debt alleged for each RICO Claim.**

**a. List the predicate acts and the specific statutes that were allegedly violated.**

Unlimited and SDLA entered into the Merchant Cash Advance Agreement dated March 14, 2024 in violation of 18 U.S.C. § 892, 18 U.S.C. § 1961(6), Cal. Const. Art. XV, Sec. 1 and Cal. Civ. Code § 1916-3, and Cal. Fin. Code § 22009.

Unlimited and SDLA entered into the Merchant Cash Advance Agreement dated June 3, 2024 in violation of 18 U.S.C. § 892, 18 U.S.C. § 1961(6), Cal. Const. Art. XV, Sec. 1 and Cal. Civ. Code § 1916-3, and Cal. Fin. Code § 22009.

1 Unlimited and SDLA entered into the Settlement Agreement dated July 11, 2024 in  
2 violation of 18 U.S.C. § 892, 18 U.S.C. § 1961(6), Cal. Const. Art. XV, Sec. 1 and Cal. Civ.  
3 Code § 1916-3, and Cal. Fin. Code § 22009.

4 Between October 2023 and July 20204, Unlimited entered into one or more merchant cash  
5 advance agreements with businesses in the State of California, as indicated by UCC-1 filings  
6 with the California Secretary of State in violation of 18 U.S.C. § 892, 18 U.S.C. § 1961(6),  
7 Cal. Const. Art. XV, Sec. 1 and Cal. Civ. Code § 1916-3, and Cal. Fin. Code § 22009.

8 Wire fraud under 18 U.S.C. § 1343.

9 **b. Provide the date of each predicate act, the participants in each predicate**  
10 **act, and the description of facts constituting each predicate act.**

11 Gilerman, as an attorney for Unlimited, filed Unlimited Articles of Organization with the  
12 Connecticut Secretary of State on or about February 3, 2023.

13 Since October 2023, Unlimited has filed 5 cases in the State of New York seeking to  
14 enforce merchant cash advance agreements. Gilerman is the attorney of record for Unlimited  
15 in at least four cases, including, but not limited to *Unlimited Capital LLC v. Massey*  
16 *Powersports LLC et al*, Index No. 510333/2024, *Unlimited Capital LLC v. Obsession*  
17 *Financial Services LLC et al.*, Index No. 518453/2024, *Unlimited Capital LLC v. Raymond*  
18 *Commercial Contracting LLC et al.*, Index No. 530971/2023, *Unlimited Capital LLC v. Shirjee*  
19 *LLC et al*, Index No. E2023014853.

20 In other New York filings, such as in the matter *Precision Concrete and Excavation LLC,*  
21 *et al. v. Seamless Capital Group, LLC, et. al* with Index No. 601795/2024, a certain Vladimir  
22 Kaminsky affirmed under penalty of perjury on behalf of Unlimited on February 5, 2024 that  
23 Unlimited retains Triton as its collection agent.

24 In the instant matter, Unlimited, through a presently unknown employee, negotiated the  
25 Merchant Cash Advance Agreement, dated March 14, 2024. Unlimited used electronic or  
26 telephonic communication to negotiate the transaction. Unlimited issued the agreement  
27 electronically. Goodman signed the contract electronically. Unlimited knew that it was  
28 charging rates in excess of twice the enforceable limit when it entered into the agreement with

1 SDLA. In California, the maximum interest rate to be charged for an unlicensed lender is 10%.  
2 For instance, the agreement stated that Unlimited would provide \$360,000 to SDLA in  
3 exchange for repayment of \$599,600 in 100 calendar days – which is vastly greater than a 10%  
4 interest rate by an unlicensed lender in California. The agreement also stated that it was a  
5 purchase of future receivables, when, in fact, the agreement constituted a usurious loan.

6 Records with the California Secretary of State show that Unlimited has at least 5 other  
7 active UCC-1s filed against borrowers in California

8 Unlimited, through Sterns or a currently unknown employee of Unlimited, negotiated the  
9 Merchant Cash Advance Agreement, dated June 3, 2024. Unlimited used electronic or  
10 telephonic communication to negotiate the transaction. Unlimited issued the agreement  
11 electronically. Goodman signed the contract electronically. Unlimited knew that it was  
12 charging rates in excess of twice the enforceable limit when it entered into the agreement with  
13 SDLA. The agreement provided SDLA with \$340,000 in exchange for an absolute obligation  
14 to repay unlimited \$989,340.00 over a term of 110 calendar days. The agreement stated that it  
15 was a purchase of future receivables, when, in fact, the agreement constituted a usurious loan.

16 On or about June 25, 2024, Unlimited signed a power of attorney authorizing Vargas at  
17 Triton to act on its behalf.

18 Triton, through Gilerman, negotiated the Settlement Agreement. The Settlement  
19 Agreement was signed on July 11, 2024. Unlimited used electronic or telephonic  
20 communication to negotiate the transaction. Unlimited issued the agreement electronically.  
21 Goodman signed the contract electronically. Unlimited knew that it was charging rates in  
22 excess of twice the enforceable limit when it entered into the agreement with SDLA. The  
23 agreement stated that it was a purchase of future receivables, when, in fact, the agreement  
24 constituted a usurious loan.

25 On or about August 7, 2024, SDLA communicated with Triton that Amazon had terminated  
26 its contract. Gilerman corresponded with SDLA in an email exchange from on or about August  
27 7, 2024 through August 15, 2024 seeking to collect payment under the Settlement Agreement.  
28 The merchant cash advance agreements both contain clauses stating that “[m]erchant going

1 bankrupt or going out of business, or experiencing a slowdown in business, or a delay in  
2 collecting its receivables, in and of itself, does not constitute a breach of this Agreement.”

3 Each payment was withdrawn from SDLA’s account through ACH.

4 **c. If the RICO claim is based on the predicate offenses of wire fraud, mail**  
5 **fraud or fraud in the sale of securities, the “circumstances constituting**  
6 **fraud or mistake shall be stated with particularity.” Fed. R. Civ. P. 9(b).**  
7 **Identify the time, place, and substance of the alleged misrepresentations**  
8 **and the identity of persons to whom and by whom the alleged**  
9 **misrepresentation were made.**

10 See answer above. Plaintiff’s counsel does not currently have in its possession the complete  
11 record of a payments history or all wires provided to Unlimited or Triton. Plaintiff’s counsel  
12 will obtain this information in the course of the proceeding.

13 **d. State whether there has been a criminal conviction for violation of any**  
14 **predicate act.**

15 Plaintiffs are not aware of any criminal convictions.

16 **e. State whether civil litigation has resulted in a judgment with regard to any**  
17 **predicate act.**

18 SDLA obtained a temporary restraining order against Unlimited on or about June 14,  
19 2024, to have it stop collecting on the merchant cash advance agreements.

20 **f. Describe how the predicate act forms a “pattern of racketeering activity”.**

21 Unlimited, Triton, Sterns, Vargas, and Gilerman have a relationship whereby Unlimited  
22 originates unlawful debt and Triton’s employees – either through Triton or acting on their own  
23 behalf- collect unlawful debts from unsuspecting businesses. If Unlimited or Triton is unable  
24 to obtain payment from a borrower outside of court, Unlimited through Gilerman or another  
25 counsel will file legal action against the borrower with the intent to obtain a default judgment  
26 or to force a settlement. In addition, Unlimited, Triton, Sterns, Vargas, and Gilerman devised  
27 a scheme to collect unlawful debts by forming an entity and using procedural remedies  
28 available Connecticut law in order to collect proceeds from unlawful debts without a hearing

1 or a trial. In other instances, Unlimited and Triton disregarded corporate formalities to seek  
2 judgments against other borrowers to maximize each other's return on investment.

3 **g. State whether the alleged predicate acts relate to each other as part of a**  
4 **common plan. If so, describe the alleged relationship and common plan in**  
5 **detail.**

6 Unlimited, Triton, Sterns, Vargas, and Gilerman, along with other unknown parties,  
7 operate common scheme whereby Unlimited will originate unlawful debt with third parties  
8 under terms that Unlimited knows or reasonably know the borrower will likely default on.  
9 Unlimited, through Sterns and one or more other parties, then retains the legal services of  
10 Gilerman or Triton, which, in turn, operates through Vargas and Gilerman, to collect the  
11 proceeds of the unlawful debt.

12 Here, Unlimited entered into two transactions with SDLA and knew it was unlikely that  
13 SDLA would be able to repay. After receiving an injunction, Unlimited retained the services  
14 of Triton to induce SDLA to settle.

15 The activity with SDLA is just part of a broader scheme of the enterprise. Gilerman  
16 represents Unlimited as counsel and there is evidence of Gilerman filing lawsuits and forming  
17 entities on Unlimited's behalf as counsel.

18 **6. Describe the alleged "enterprise" for each RICO claim. A description of the**  
19 **enterprise shall include the following:**

- 20 **a. State the name of the individuals, partnerships, corporations, associations,**  
21 **or other legal entities, which allegedly constitute the enterprise;**  
22 **b. A description of the structure, purpose, function, and course of conduct of**  
23 **the enterprise;**  
24 **c. A statement of whether any defendants are employees, officers, or**  
25 **directors of the alleged enterprise;**  
26 **d. A statement of whether any defendants are associated with the alleged**  
27 **enterprise;**  
28

- 1           **e. A statement of whether plaintiff is alleging that the defendants are**  
2           **individuals or entities separate from the alleged enterprise or that the**  
3           **defendants are the enterprise itself, or members of the enterprise; and**  
4           **f. If any defendants are alleged to be the enterprise itself, or members of the**  
5           **enterprise, an explanation of whether such defendants are perpetrators,**  
6           **passive instruments, or victims of the alleged racketeering activity.**

7           The enterprise is an informal organization that functions as a continuing unit. Specifically,  
8           the enterprise shares a common goal of funding, servicing, and collecting upon unlawful debt  
9           that charges interest at more than twice the enforceable rate under the laws of various states,  
10          including California, New York, and Connecticut. Defendants Unlimited, Triton, Sterns,  
11          Vargas, and Gilerman, and presently unknown third parties, constitute the enterprise.

12          The members of the enterprise have ongoing relationships with each other through  
13          common control/ownership, shared personnel and/or one or more contracts or agreements  
14          relating to and for the purpose of collecting fraudulent fees through electronic wires.

15          Unlimited and Sterns are in the business of originating usurious loans disguised as  
16          purchases of receivables. Triton, Vargas, and Gilerman each have a role in applying maximum  
17          pressure on defaulting borrowers to collect proceeds of unlawful debt are collected on behalf  
18          of Unlimited. The racketeering activities do not differ from that of the usual daily activities of  
19          the enterprise because Unlimited's core business is based on lending unlawful debt  
20          characterized as a "merchant cash advance" and Triton's core business is debt collection,  
21          specifically for merchant cash advance agreements.

22          Sterns is an employee of Unlimited. Vargas and Gilerman are employees of Triton.  
23          Gilerman is counsel to or has acted as counsel to Unlimited.

24          Each Defendant are members of the enterprise. Each Defendant are perpetrators as they  
25          have willfully caused acts to be done in furtherance of the enterprise in violation of federal and  
26          state law. The enterprise receives the benefit of receiving ill-gotten proceeds from payments  
27          in excess of the amounts that it would have otherwise obtained through traditional loans,  
28          financing, or underwriting procedures.



1       **7. State and describe in detail whether plaintiff is alleging that the pattern of**  
2       **racketing activity and the enterprise are separate or have merged into one entity.**

3       For reasons set forth above and in the complaint, Plaintiff is alleging that the collection of  
4 unlawful debts and the enterprise have merged into one entity. Unlimited is willing to originate  
5 and service the agreements so long as a borrower make a timely payment. If a borrower fails  
6 to make a payment, Unlimited retains Triton to collect upon the unlawful debts. Unlimited  
7 knows that borrowers are likely to default when entering into a contract. Triton knows that  
8 they will be reasonably retained upon a borrower's failure to make a payment.

9       **8. Describe the alleged relationship between the activities of the enterprise and the**  
10 **pattern of racketeering activity. Discuss how the activities differs from the usual daily**  
11 **activities of the enterprise, if at all.**

12       The activities of the enterprise do not differ from the usual daily activities of the enterprise.  
13 Unlimited is in the business of originating and servicing usurious loans masquerading as a  
14 purchase of receivables. Triton is in the business of collecting on usurious loans masquerading  
15 as a purchase of receivables beyond the activities of Unlimited. Sterns, Vargas, and Gilerman  
16 are responsible for the ongoing management and operations of the enterprise and their  
17 respective employers.

18       **9. Describe what benefits, if any, the alleged enterprise receives from the alleged**  
19 **pattern of racketeering.**

20       Defendants receive proceeds from the unlawful debt, which, in turn, are used to fund  
21 further business operations or are otherwise taken for personal benefit, e.g. income. Defendants  
22 know that these agreements are likely to be defaulted upon and that many borrowers are  
23 unlikely to retain counsel to defend claims. As a result, Defendants seek to enforce these  
24 agreements through strong arm tactics and extort repayment through the strategic use of  
25 judgments and other legal remedies available to it under the Uniform Commercial Code.

26       **10. Describe the activities of the enterprise on interstate or foreign commerce.**

27       The activities of the enterprise affect interstate commerce as the enterprise is engaged in  
28 and uses instrumentalities of interstate commerce in its daily business activities. All of the

1 transactions relevant to this case, and, indeed other predicate acts of racketeering activity, were  
2 conducted through phone, text, or electronic messaging. All payments were debited via ACH  
3 from SDLA's accounts. Unlimited originates unlawful debt in various states across the United  
4 States of America and Triton seeks to enforce unlawful debts against borrowers within the  
5 State of California and elsewhere in the United States of America.

6 Further, the enterprise maintains offices in Connecticut, Florida, and New York. The  
7 enterprise also uses personnel in these offices to originate, underwrite, fund, service, and  
8 collect upon the unlawful debt originated by the enterprise through the extensive use of  
9 instrumentalities of interstate commerce, including emails, mail, wire transfers, and bank  
10 withdrawals processed through an automated clearing house.

11 Further, the enterprise preys upon borrowers in various states. Court filings in New York  
12 and Connecticut reveal that the enterprise sought to enforce unlawful debts with borrowers in  
13 various states, such as California, West Virginia, Virginia, Texas, Wisconsin, and Illinois.

14 All communications between the members of the enterprise and SDLA were conducted by  
15 interstate email and mail, wire transfers, or ACH debits and other interstate wire  
16 communications. Specifically, the enterprise used interstate emails to originate, underwrite,  
17 service, and collect upon the MCA Agreement and the Settlement Agreement, fund the  
18 advances under each of the MCA Agreement, and collect the payments via electronic ACH  
19 debits.

20 **11. If the complaint alleges a violation of 18 U.S.C. § 1962(a), provide the following:**

21 **a. State who received the income derived from the pattern of activity or**  
22 **through the collection of unlawful debt;**

23 **b. and describe the use or investment of such income.**

24 Unlimited and Triton each receive income through the collection of unlawful debt.  
25 Unlimited and Triton receive income from ill-gotten proceeds from collecting the unlawful  
26 debt in the ordinary course of business which is used to fund or invest in the business operations  
27 in furtherance of the enterprise to hire employees, lease offices, develop infrastructure, enforce  
28 contracts through legal activity, and otherwise carry out daily business activities.

1 **12. If the complaint alleges a violation in violation of 18 U.S.C. § 1962(b), describe in**  
2 **detail the acquisition or maintenance of any interest in or control of the alleged enterprise.**

3 Plaintiffs are not alleging a violation of 18 U.S.C. § 1962(b) at this time, *provided that*  
4 Plaintiffs reserve the right to change the answer to this question as information is obtained  
5 through discovery.

6 **13. If the complaint alleges a violation of 18 U.S.C. § 1962(c), provide the following:**

7 **a. State who is employed by or associated with the alleged enterprise; and**

8 **b. State whether the same entity is both the liable “person” and the**  
9 **“enterprise” under § 1962(c).**

10 Unlimited and Triton are “persons” associated as members of the enterprise. Sterns, Vargas,  
11 and Gilerman are employees of Unlimited and Triton, respectively, and are therefore employed  
12 by the enterprise.

13 Defendants are each separate and distinct from the enterprise. Nonetheless, each Defendant  
14 had a legal and beneficial interest in the ill-gotten proceeds derived from the enterprise. Further,  
15 each Defendant knowingly and willfully worked in concert in order to originate and collect  
16 unlawful debt.

17 **14. If the Complaint alleges a violation of 18 U.S.C. § 1962(d), describe in detail the**  
18 **facts showing the existence of the alleged conspiracy.**

19 Gilerman filed the Articles of Organization of Unlimited on February 2, 2023 with the  
20 Connecticut Secretary of State.

21 E2023014853 In the matter *Precision Concrete and Excavation LLC, et al. v. Seamless*  
22 *Capital Group, LLC, et. al* with Index No. 601795/2024, a certain Vladimir Kaminsky affirmed  
23 on February 5, 2024 that Unlimited retains Triton as its collection agent.

24 Shortly after SDLA obtained a Temporary Restraining Order in New York, Sterns, on  
25 behalf of Unlimited, signed a power of attorney granting Vargas, on behalf of Triton, the ability  
26 to act on behalf of Unlimited against SDLA on or about June 28, 2023.

27 Subsequently, Vargas signed the Settlement Agreement that was negotiated by Gilerman  
28 on behalf of Unlimited between Unlimited and SDLA on July 11, 2024.

1 Gilerman filed a summons and complaint on behalf of Unlimited in the matters *Unlimited*  
2 *Capital LLC v. Massey Powersports LLC et al*, Index No. 510333/2024, *Unlimited Capital*  
3 *LLC v. Obsession Financial Services LLC et al.*, Index No. 518453/2024, *Unlimited Capital*  
4 *LLC v. Raymond Commercial Contracting LLC et al.*, Index No. 530971/2023, *Unlimited*  
5 *Capital LLC v. Shirjee LLC et al*, Index No.

6 Based on the interconnected nature of the parties, each member of the enterprise sought to  
7 divide up the work based on functional area (origination, servicing, collecting) in furtherance  
8 of the enterprise. Each member had a common goal of originating and collecting upon unlawful  
9 debts. Each Defendant had an understanding of the general nature of the conspiracy as each  
10 Defendant understood his or her own role in furthering its goals.

11 **15. Describe the alleged injury to business and property.**

12 Unlimited and Triton collected at least \$630,761 in ill-gotten proceeds derived from  
13 unlawful debt from SDLA. On August 2, 2024, Triton issued a UCC Lien Notice and Power  
14 of Attorney to Amazon, which required Amazon to not pay any revenue to SDLA. On August  
15 5, 2024, Amazon terminated its contract with SDLA and retained all of its funds. On or about  
16 August 7, SDLA terminated 451 employees in violation of the WARN act and other statutes.  
17 SDLA was unable to make final payments in violation of California law because Unlimited  
18 had restricted SDLA's access to capital in furtherance of collecting unlawful debt. As such,  
19 SDLA has been under investigation by the U.S. Department of Labor and has lost on revenue  
20 equal to about \$30,000,000 a year with its contract with Amazon.

21 Unlimited and Triton intended to interfere with the contractual relationship between SDLA  
22 in order to maximize pressure and induce SDLA to settle. Unlimited had issued  
23 correspondence to SDLA stating that it "was going to make sure that SDLA lost its contract  
24 with Amazon and be forced into bankruptcy."

25 As a direct, foreseeable, and proximate result of the enterprise and their continued attempts  
26 to collect on unlawful debts, SDLA and Goodman have suffered economic harms, including  
27 direct and consequential damages loss of profits, future profits, and diminution of value in the  
28 business in an amount estimated to be \$15 million dollars.

**16. Describe the direct causal relationship between the alleged injury and the violation of the RICO statute.**

Unlimited is in the business of originating unlawful debt. Unlimited used the proceeds generated from prior business transactions in order to enter into at least two extortionate agreements with SDLA and Goodman. SDLA paid \$630,761 under those agreements. When it became apparent that SDLA would be unable to make payments under those agreements, SDLA sought to obtain a restraining order and was granted a restraining order preventing Unlimited from collecting any further payments. SDLA and Triton, acting as agent for Unlimited, entered into the July 11 Settlement Agreement. Knowing that SDLA would not be able to make the payments under the Settlement Agreement, Triton sought to collect the unlawful debt by sending out the UCC Lien Notice to Amazon with the express intent to disrupt SDLA's business relationship with Amazon. Upon receiving the UCC Lien Notice, Amazon terminated its contract with SDLA. Meanwhile, Triton still sought to collect payment to "settle" the dispute for SDLA's failure to pay under the Settlement Agreement, even though SDLA has no source of revenue. The enterprise knowingly sought to collect unlawful debt which resulted in the termination of SDLA's sole source of revenue.

**17. List the damages sustained by reason of the violation of § 1962, indicating the amount for which each defendant is allegedly liable.**

- Direct and consequential damages loss of profits, future profits, and diminution of value in the business in an amount estimated for \$15,000,000 with Unlimited and Triton responsible for \$7,000,000 each, Sterns, Vargas, and Gilerman each responsible for \$333,333.33.
- The costs of the suit in proportion with each defendant
- Reasonable attorneys' fees
- Treble damages

**18. List all other federal causes of action, if any, and provide the relevant statute numbers.**

1 None at this time, *provided that* Plaintiffs reserve the right to amend this response upon  
2 the discovery of new information.

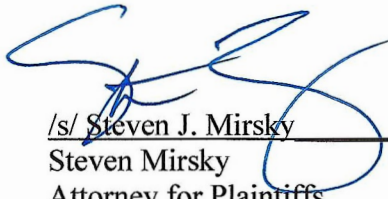
3 **19. List all supplement state claims, if any.**

4 Unfair and Deceptive Acts and Practices, Cal. Bus. & Prof. Code § 17200, Intentional  
5 Interference with Contractual Relations, Usury under Cal. Const. Art. XV, Sec. 1 and Cal. Civ.  
6 Code § 1916-3, Breach of Contract, Brach of Implied Covenant of Good Faith and Fair Dealing,  
7 Fraudulent Misrepresentation, and Unjust Enrichment.

8 **20. Provide any additional information that you feel would be helpful to the court in**  
9 **processing your RICO claims.**

10 Plaintiffs expressed extreme urgency in filing this case as Plaintiffs are involved in  
11 multiple lawsuits with several other merchant cash advance lenders. As a result, Plaintiffs'  
12 counsel has had a very limited opportunity to receive relevant correspondence including, text  
13 messages, emails, voice mails, etc. and to review all of the facts and circumstances related to  
14 the matter before filing the complaint. Plaintiffs' counsel anticipates that new and material  
15 facts will continue to arise through discovery.

16  
17 Date: 10/6/2024

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20   
21 /s/ Steven J. Mirsky  
22 Steven Mirsky  
23 Attorney for Plaintiffs  
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